

PART I – THE SCHEDULE**SECTION B - Supplies or Services/Prices**

ITEM 1: Furnish all labor, supervision, transportation, tools, equipment, supplies, and other incidentals necessary to perform all work required to complete rehabilitation of wildlife forage areas and recreation fields on areas of National Forest Land on an “As-Needed” requirements basis in accordance with the provisions and specifications contained herein.

Items	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Amount
1	Ground Preparation, Liming, & Fertilizing of:				
1a	Millsets, Logging Roads, and/or Wildlife Areas	15	Acre	\$	\$
1b	Skid Roads Over 30%	2	Acre	\$	\$
2	Ground Preparation only of:				
2a	Millsets, Logging Roads, and/or Wildlife Areas	10	Acre	\$	\$
3	Seeding of:				
3a	Millsets, Logging Roads, and/or Wildlife Areas during Fall Seasons	15	Acre	\$	\$
3b	Millsets, Logging Roads, and/or Wildlife Areas during Spring Season	3	Acre	\$	\$
3c	Skid Roads Over 30%	2	Acre	\$	\$
4	Furnish Farm Tractor w/Boom-Type Spray Rig or Equivalent on Operated Basis to Apply Government-Furnished Herbicide with Supervision/Direction by COR/Inspector	50	Acre	\$	\$
GRAND TOTAL 1 - 4					\$

Contract period shall be from **March 1, 2014 through February 28, 2015**, for a period of 12 consecutive months.

See Section M, Questionnaire. This will be a best value, past-performance-considered award. Information requested in the questionnaire **MUST** be submitted for a quote to be evaluated.

SECTION C - Description/Specifications

100 – GENERAL REQUIREMENTS

This contract requires ground preparation, liming, fertilizing, seeding, spraying herbicide, and related work in compliance with its terms, specifications, and provisions. This includes furnishing labor, equipment, supervision, transportation, operating supplies, and incidentals.

110 Scope of Contract

This is a requirements contract in which all estimated total quantities are shown on the Schedule of Items. These estimates are not a representation that the estimated quantities will be required or ordered or that conditions affecting requirements will be stable or normal. These estimates were obtained from records of previous requirements and consumption, projected need from work plans, or by other means, and are based on the most current information available.

Contractor shall furnish all labor, supervision, transportation, tools, equipment, supplies and other incidentals (except as identified under the Government-Furnished Property clause below) necessary to perform all work required to complete Soil and Water Improvement and Wildlife Habitat Improvement work on areas of National Forest land on an "As Needed" requirements basis in accordance with the provisions and specifications contained herein.

Placement of Orders

Delivery orders will be placed in writing as needed via a standard delivery order form, (see FAR 52.216-18; 52.216-19; 52.216-21 Section I) and shall be authorized by Contracting Officer or Purchasing Agent.

A Contracting Officer's Representative (COR) will be designated for the Ocoee/Hiwassee Ranger District. The COR will initiate delivery orders to be approved by the person listed above.

120 Description of Work

This work shall consist of:

- Ground Preparation
- Furnishing and placing fertilizer, lime and seed
- Furnish farm tractor and spray rig or equivalent on operated basis with Government-furnished herbicide and supervision/direction.

For contracting purposes only, acreage of roads treated shall be based on one pass each side of the road, and shall equal 2.0 acres per mile. Any additional passes made for wide spots, turnarounds, etc... has been calculated and acreage added based on most current information available.

Plot Openings shall be treated from edge to edge.

All acreage has been calculated using GPS Equipment and is rounded up to the nearest tenth of an acre.

130 Location And Description

Project areas are located within the boundaries of the Cherokee National Forest, Ocoee/Hiwassee Ranger District in Monroe, McMinn, and Polk counties, Tennessee.

See attached maps of the Ocoee/Hiwassee District.

140 Government Furnished Property

Approved herbicide(s)

150 Access to Work Areas

Contractor shall perform, at no additional expense to the Government, sawing of downed trees six(6) inches or larger in diameter at two(2) per mile of road or one(1) per acre of plot, or other activities found to be minimally necessary to obtain access to work areas. The Government will pay \$15.00 over and above for each additional tree, as stated above. The Contractor will be responsible for physically marking and keeping a log for each additional tree removed for inspection and coordinating with the Contracting Officer's Representative for payment.

Access on roads which are gated will be coordinated with the Contracting Officer's Representative. Contractor shall keep all gates locked at all times, unless otherwise directed by the Contracting Officer.

160 Clean Up at Project Site

Upon completion of each site and prior to moving to the next site, all other trash, rubbish, and debris generated by the Contractor's operation will be removed from National Forest land.

DIVISION 200 - TECHNICAL SPECIFICATIONS**210 Ground Preparation, Liming, and Fertilizing****A. Millsets and Logging Roads**

Ground Preparation: Harrowing, disking or ripping is required on designated sites to a depth of 4-6 inches. The ripping may be done with a spring tooth plow or in some cases a sub-soiler may be needed to break up compaction. Fertilizer and lime shall be applied just prior to disking and mixed thoroughly with the soil prior to seeding.

Lime: Lime shall be calcitic granular agricultural ground limestone and shall be screened to Tennessee State gradation. Application rate will be 2 tons per acre.

Fertilizer: Fertilizer shall be a standard commercial grade fertilizer and shall conform to all State and Federal regulations. Commercial fertilizer

shall provide the following minimum percentage of available nutrients: 6% Nitrogen, 12% Phosphorous, and 12% Potassium. Application rate will be 300 pounds per acre.

Application: Fertilizer and lime as specified for the areas to be treated shall be applied separately using any method that will produce uniform and even distribution of materials over each area. Prior approval of COR is required before any other method can be utilized. Examples of methods not allowed are spreading by hand or shovel. **Application shall not be done when the ground is excessively wet, frozen, or otherwise untillable. Nor shall it be done before or during windy, rainy or inclement weather, that would cause the prepared surface to erode.**

B. Wildlife Plots (Linear Wildlife Openings and Plot Wildlife Openings)

Ground Preparation: Harrowing, disking or ripping is required on designated sites to a depth of 4-6 inches. The ripping may be done with a spring tooth plow or in some cases a sub-soiler may be needed to break up compaction. Fertilizer and lime shall be applied prior to disking and mixed thoroughly with the soil prior to seeding. After seeding, ground will be smoothed by a drag harrow, disk harrow or other methods approved by the COR for covering seed and leveling uneven ground.

Lime: Lime shall be calcitic granular agricultural ground limestone and shall be screened to Tennessee State gradation. Application rate will be 2 tons per acre.

Fertilizer: Fertilizer shall be a standard commercial grade fertilizer and shall conform to all State and Federal regulations. Commercial fertilizer shall provide the following minimum percentage of available nutrients: 6% Nitrogen, 12% Phosphorous, and 12% Potassium. Application rate will be 300 pounds per acre.

Application: Fertilizer and lime as specified for the areas to be treated shall be applied separately using any method that will produce uniform and even distribution of materials over each area. Prior approval of COR is required before any method can be utilized. Examples of methods not allowed are spreading by hand or shovel. **Application shall not be done when the ground is excessively wet, frozen, or otherwise untillable. Nor shall it be done before or during windy, rainy or inclement weather, that would cause the prepared surface to erode.**

C. Skid roads over 30% slope.

Ground preparation shall be the same as for millsets and logging roads; however, this ground may be too steep for a farm tractor. The treatment of these roads may require special equipment and must be approved by the COR.

220 Ground Preparation Only

Harrowing, disking or ripping is required on designated sites to a depth of 4-6 inches. The ripping may be done with a spring tooth plow or in some cases a

sub-soiler may be needed to break up compaction. **No Fertilizer or Lime applications will be made.**

230 Seeding:

Seed shall conform to the requirements of Federal Specifications JJJ-S-181. Seed shall be furnished in standard containers with (1) seed name, (2) lot number, (3) net weight, (4) percentage of purity and of germination and hard seed, and (5) percentage of maximum weed seed content, clearly marked for kind of seed.

Application of seed shall be immediately following preparation of the ground.

Seed Application Rates for areas on the Ocoee/Hiwassee District:

A. Millsets, Logging Roads and Wildlife Openings During Fall Season Using:

Winter Wheat - 1/2 bushel per acre
Ladino Clover – 6 pounds per acre
Annual Rye Grass – 10 pounds per acre

C. Millsets, Logging Roads and Wildlife Openings During Spring Using:

Annual Rye Grass - 10 pounds per acre
Winter Wheat – 1/2 bushel per acre
Milo – 7 pounds per acre
Brown-top Millet – 10 pounds per acre

D. Skid roads over 30% slope Using Seed Mix For Spring or Fall as Stated Above:

Seeding shall be the same as for millsets and logging roads; however, this ground may be too steep for a farm tractor and may require special equipment. Hand seeding shall need approval from COR.

240 Spraying

Apply government-supplied herbicides on millsets, logging roads, skid roads, recreation fields, and/or wildlife forage areas per manufacturers' instructions with operated equipment **with supervision/direction provided by a government Inspector/COR who is licensed as Certified Pesticide Applicator. Application shall not be done before or during windy, rainy or inclement weather, that would cause the herbicide to lose it's effectiveness.**

SECTION D - Packaging and Marking

(For this Solicitation, there are NO clauses in this Section)

SECTION E - Inspection and Acceptance

52.246-1 Contractor Inspection Requirements. (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

SECTION F - Deliveries or Performance

52.242-15 Stop-Work Order. (AUG 1989)

452.211-75 Effective Period of the Contract. (FEB 1988)

The effective period of this contract is from **March 1, 2014 thru February 28, 2015.**

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than according to schedule below The time stated for completion shall include final cleanup of the premises.

❖ **CONTRACT TIME for each Delivery Order issued shall be calculated thus:**

Item #	Schedule of Items	❖Contract Time
1	Ground Preparation, Liming, & Fertilizing of:	
1a	Millsets, Logging Roads, and/or Wildlife Areas	0.50 day / acre
1b	Skid Roads Over 30%	1.0 day / acre
2	Ground Preparation only of:	
2a	Millsets, Logging Roads, and/or Wildlife Areas	0.25 day / acre
3	Seeding of:	
3a	Millsets, Logging Roads, and/or Wildlife Areas during Fall Seasons	0.25 day / acre
3b	Millsets, Logging Roads, and/or Wildlife Areas during Spring Season	0.25 day / acre
3c	Skid Roads Over 30%	0.50 day / acre
4	Furnish Farm Tractor w/Boom-Type Spray Rig or Equivalent on Operated Basis to Apply Government-Furnished Herbicide with Supervision/Direction by COR/Inspector	1.25 hours / acre

❖ **1 FULL DAY MINIMUM, ANY RESULTANT FRACTION WILL BE ROUNDED FORWARD TO THE NEXT FULL DAY.**

SECTION G - Contract Administration Data**452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within **10** days after the date of contract award. The conference will be held at:

Ocoee Ranger District
3171 Highway 64
Benton, TN 37307

GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

1. Approved Herbicides for spraying.

Approved herbicides will be furnished for areas to be treated with herbicides. Herbicides will be available for pickup upon request at Ocoee Ranger District Work Center, located on Hwy. 30, approx. ½ mile off Hwy. 64, Benton (Parksville), Tennessee between the hours of 7:00 and 5:30 p.m., Monday through Thursday, excluding Federal Holidays. The contractor shall give one day advance notice to the Contracting Officer's Representative prior to picking up the herbicides. Sufficient supplies of herbicides will be made available for Contractor to work on weekends and holidays. Any unused herbicides will be returned to the work center. See Clause 52.245-4, Government-Furnished Property (Short Form).

SECTION H - Special Contract Requirements

452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **On Site Project Superintendent.**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

SECTION I - Contract Clauses**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)**
- 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**
- 52.222-3 Convict Labor. (JUN 2003)**
- 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**
- 52.222-26 Equal Opportunity. (MAR 2007)**
- 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)**
- 52.222-41 Service Contract Act of 1965. (NOV 2007)**
- 52.232-1 Payments. (APR 1984)**
- 52.232-8 Discounts for Prompt Payment. (FEB 2002)**
- 52.232-11 Extras. (APR 1984)**
- 52.232-23 Assignment of Claims. (JAN 1986)**
- 52.232-25 Prompt payment. (JUL 2013)**
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)**
- 52.233-1 Disputes. (JUL 2002)**
- 52.233-3 Protest after Award. (AUG 1996)**
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**
- 52.243-1 Changes - Fixed-Price. (AUG 1987)**
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)**
- 52.249-4 Termination for Convenience of the Government (Services) (Short Form). (APR 1984)**
- 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)**

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.237-75 Restrictions Against Disclosure. (FEB 1988)**
- 452.237-70 Loss, Damage, Destruction or Repair. (FEB 1988)**

(a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of \$ N/A except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

(b) For equipment furnished under this contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction

resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

(c) All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. Repairs shall be made promptly and equipment returned to use within 24 hours. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

52.204-7 System for Award Management. (JUL 2013)

(a) Definitions. As used in this provision-

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that-

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to

obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from March 1, 2014 thru February 28, 2015.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the estimated quantity for each line item;

(2) Any order for a combination of items in excess of the estimated quantity for each line item; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within []days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 Requirements. (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after completion of all delivery orders placed during the contract period.

52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the contract.

52.222-17 Nondisplacement of Qualified Workers. (JAN 2013)

(a) *Service employee*, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (*e.g.*, it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors

or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be-

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, *e.g.*, paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) *Subcontracts*. In every subcontract over the simplified acquisition threshold entered into in

order to perform services under this contract, the Contractor shall include a provision that ensures-

- (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;
- (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
- (3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits	
<u>GS 5 - Wildlife Technician</u>	<u>\$15.00 per hr</u>	
<u>FRINGE BENEFITS</u>		
<u>Paid Holidays</u>	<u>Paid Vacation</u>	<u>Health and Insurance</u>
1. New Year's Day	2 hours Annual Leave each week	5.1% of hourly rate
2. Martin Luther King's Birthday	with less than 3 yrs service	
3. Washington's Birthday	3 hours Annual Leave each week	
4. Memorial Day	with 3 but less than 15 years service	
5. Independence Day	4 hours Annual Leave each week	<u>Retirement</u>
6. Labor Day	with 15 or more years service	7% of hourly rate
7. Columbus Day		
8. Veteran's Day		
9. Thanksgiving Day		
10. Christmas Day		

52.244-6 Subcontracts for Commercial Items. (DEC 2013)

(a) *Definitions.* As used in this clause-

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.246-20 Warranty of Services. (MAY 2001)

(a) *Definition.*

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance. This notice shall state either-

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Number of Pages
1	List of Wildlife Improvement A	19
2	Ocoee Ranger District Map	1
3	Wage Determination	8

SECTION K - Representations, Certifications, and Other Statements of Bidders**52.204-8 Annual Representations and Certifications. (DEC 2013)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 115310

(2) The small business size standard is 7.0 million dollars average annual receipts for the preceding three fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.[_____]

Title[_____]

Date[_____]

Change[_____]

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after

modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code _____ assigned to contract number _____.
(Contractor to sign and date and insert authorized signer's name and title).

452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): 1

- NAICS Code 115310

- Size Standard 7.0 million dollars average annual receipts for the preceding three fiscal years.

452 209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012)**

(a) Awards made under this solicitation are subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that -

(1) The Offeror **is** [____], **is not** [____], (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked "is" above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked "is not" above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror **has** [____], **has not** [____] (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) The Offeror **has** [____], **has not** [____] (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal or State law in the 24 months preceding the date of offer.

(3) The Offeror **does** [____], **does not** [____] (check one) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

452 209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, [insert agency name] may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

SECTION L - Instructions, Conditions, and Notices to Bidders

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

452.204-70 Inquiries. (FEB 1988)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

52.237-1 Site Visit. (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. **Contact Bo Reynolds at 423-338-3319 for information and directions to typical work areas.**

SECTION M - Evaluation Factors for Award**AWARD DETERMINATION**

Award will be made to the offeror providing the best value to the Government, price and other factors considered. Award may not necessarily be made to the offeror submitting the lowest price. Other factors include experience and past performance. Evaluation factors other than price, when combined, are approximately equal to price in the award decision.

EVALUATION FACTORS

NOTE: Please provide your responses to the listed criteria on a separate sheet (or sheets) of paper, and submit along with your completed Request for Quotation.

TECHNICAL : The following Evaluation Factors are listed in descending order of importance:

1. Past Performance:
 - A. State your experience with mowing wildlife areas or related activities, for the period not to exceed the last five years, with dates and locations of those experiences.
 - B. State your prior work experience in the general type of work to be performed, for the period not to exceed the last five years, with dates and locations of those experiences.
2. Provide references from those who know the quality of your work. References should include:
 - A. Name
 - B. Organization
 - C. Title
 - D. Phone Number
3. Organization:
 - A. Equipment (be specific) to be utilized.
 - B. Experience of Key Person/Superintendent for the project in this specific type work.
 - C. Employees who will work on this project and their average number of years' experience.